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The Solicitors' Journal

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The Solicitors' Journal

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page vi.

NOTICE TO SUBSCRIBERS.—The Index to Vol. 73 (Part II), accompanied our issue of the 25th January last and should be returned with the numbers for binding (see advertisement on page ii). The prepaid Annual Subscription to Vol. 74 (£2 12s.) became due on 1st January.

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Current Topics.

The Budget.

AT FIRST sight the financial proposals of Mr. SNOWDEN would appear to provide the last straw to break the camel's back, but, on reflection, it is clear that matters might have been considerably worse. It is said that every country gets the Government it deserves, and prodigality of expenditure would appear to be a necessary attendant to a Socialist Government. Given the huge burden which "social services" have built up, the Chancellor of the Exchequer was faced with a problem almost without equal in national finance. The money had to be found and it was inevitable that the section of the populace which carried most voting power could not be asked by the Socialists to bear the increased taxation necessary to find it. The sixpenny addition to the income tax rates will be less sorely felt than would an all-round increase of, say, 1s. 6d. on the surtax, and, while the present increases are sufficient to add volume to the traditional grumble of the British taxpayer, we do not think they are likely to have any lasting effects upon the markets or upon industry and commerce. It is obvious that the trader will pass on much of his share of the extra burden to the consumer and, in this way, the additions will be spread over a wider area. Mr. SNOWDEN'S expressed hope that no further increases will be necessary next year leaves us cold when he states, at the same time, that he proposes to introduce legislation for the valuation of all sites in the country. When it is realised that the very wealthy are called upon to forfeit to the State no less than 12s. out of every pound they receive, it will be seen that the peak of taxable capacity has been reached.

Schedule A Re-assessment.

WE WARNED our readers to ensure that their rating assessments were fair irrespective of the rate per pound when the re-assessment for rating took place recently. In introducing his Budget on Monday, Mr. SNOWDEN said that he proposed seeking powers for a re-assessment for Schedule A to come into force next year, and that this assessment should provide for a separate valuation for Schedule A throughout the kingdom, including London. It is opportune to renew our warning, for Inspectors of Taxes have always had regard to the annual value for rates when fixing the income tax annual value. On the assumption that if the values of all houses in the rating area were increased, the amount payable by each ratepayer would retain its old proportion, many occupiers failed to appeal. This failure is likely to rebound in the re-valuation for income tax unless ratepayers take up a firm attitude.

The Air-Gun Case.

THE RECENT case of *Hawley and Another* v. *Alexander and Wife* (74 SOL. J. 247), in which one little boy, suing through his father, recovered £125 for the loss of an eye from the parents of another little boy, whose mother had been so ill-advised as to give him an air-gun, may point a salutary moral for foolish people who give young children dangerous toys. The boy with the gun took it out into the street and fired at the other, with the unfortunate consequence on which the claim was based. "I cannot doubt," said FINLAY, J., "that in giving her son a thing which she knew to be dangerous, the mother did so at her peril, and she was bound to see that he used it in circumstances in which it could not cause damage to others." Incidentally, the unfortunate father, who testified that he knew nothing about the gift, and would have disapproved of it, had to shoulder the responsibility for his wife's tort. In *Dixon* v. *Bell* (1816), 5 M. & S. 198, a man sent a maidservant aged thirteen to fetch his loaded gun, which she so handled as to shoot the son of the plaintiff in the eye, and the plaintiff recovered damages in an action on the case. In *Bebee* v. *Sales* (1916), 32 T.L.R., 413, there was again a present of an air-gun—this time from the father—to a lad of fifteen, and yet another boy shot in the eye, and damages were recovered from the father, who had had a previous warning from someone whose window the boy had smashed with his gun, after which he, the father, had promised to confiscate or destroy it. On the other hand, in *North* v. *Wood* [1914] 1 K.B. 629, the father of a girl of seventeen, who kept a savage dog in his house, was held not to be liable when it killed a valuable puppy, because the girl herself was old enough to control it, and in fact did so. It is perhaps somewhat difficult to reconcile this with the doctrine as enunciated in *Morgan* v. *Thorne* (1841), 7 M. & W., 400, that the law makes no distinction between infants of tender or mature age, though of course in respect of custody, etc., equity has always done so. Perhaps one can deduce from the authorities that not only is the donor of a dangerous toy to a young child liable for damages caused by it, but also the parent or person having the custody who knowingly suffers it to retain the toy. The case of *North* v. *Wood* does not yet appear to have received judicial comment, and it is rather difficult to bring it into line with the general current of authority.

The Regent Palace Hotel Case.

THE CURIOUS case as to the two ladies who were turned out of the Regent Palace Hotel, as so far reported, may leave

readers versed in the law in some difficulty as to the application of it. The ladies entered the lounge, and on being asked what refreshments they required, apparently replied that they needed none. This was alleged to have happened more than once, and one ultimately ordered a glass of orangeade, but the other never seems to have ordered anything. They were subsequently requested to go into the manager's room, and the official there told them to leave at once, declining at the same time to give reasons for this order. The ladies were unwilling to accept it, and later brought an action for slander and assault The action for slander was based on the aspersion to their characters, but HORRIDGE, J., ruled that the mere order to leave the premises was not a breach of the Slander of Women Act, 1891. In respect of the assault, however, he directed the jury that the mere threat of physical force, reaching the plaintiff's minds, would suffice for their claim, and the jury accordingly awarded £10 damages. The learned judge's ruling of law could only have been based on the footing that the two ladies were not trespassers, for, since it is lawful to use sufficient force to eject a trespasser, *à fortiori* it is lawful to threaten to use that force. The case therefore proceeded on the footing that the ladies, although required to leave, were not trespassers. The hotel itself is no doubt an inn, and, if the relation of guest and innkeeper were established, the guests were not trespassers while that relation subsisted. In this way, of course, an inn differs from a public-house, where the licensee is not bound to receive anybody who comes, see *Sealey* v. *Tandy* [1902] 1 K.B. 696. Even the guest of a guest may be a guest within the law, as decided in *Cryan* v. *Hotel Rembrandt* (1925), 41 T.L.R. 287. Is, then, a person who enters an inn and disclaims all desire for food or refreshment a guest? There might, no doubt, as in a shop, be a general licence or invitation to enter, but in a shop this is revocable at any moment, as in *Sealey* v. *Tandy*, and see also *Jelly* v. *Bradley* (1842), Car. & M. 270. One must therefore suppose that the case has not been fully reported in its legal aspects, otherwise it would stand for the proposition that anyone has a right to enter an inn for the purpose of rest only, without paying, and stay there for an indefinite time.

Human Sterilisation.

IT IS not realised in this country how far the eugenists have proceeded to carry their theories into effect in some parts of the world. The Hungarian midwife whom a recent trial showed to have supplied arsenic to wives and mothers burdened with the idle mouths of chronic invalid relatives was but turning to her own advantage the stern economic pressure upon her neighbours, although incidentally she was in some cases furthering the elimination of the congenitally unfit. But elsewhere the State itself assumes the eugenic function. In California, between 1910 and 1929, six thousand and fifty-five operations have been performed in public institutions of the State designed to prevent reproduction of the human species. Generally speaking, this practice has been carried on under express statutory provisions definitely aimed at preventing the propagation of mental defectives and other unfit persons, and these statutes have been ruled by the State Courts and the United States Supreme Court to be constitutional. Those performing the operations are relieved by law of civil or criminal liability when acting within the statutes. It is a surprising picture. Control of the individual by the community can be carried to no higher point, and what is truly remarkable, it occurs in a land where personal liberty has been the watchword of the people from their very beginnings. California does not stand alone, though that State heads the list in this matter. How far the object aimed at is being achieved can be but the subject of a guess. The factor of heredity operates oddly, and it may be that by suppressing the unfit, the genius may also be accidentally eliminated. The final outcome of such interference is, in any case, exceedingly likely to differ from the expected.

The German Law of Mercantile Agency.

[CONTRIBUTED.]

GERMANY has always been a large buyer of British goods, and as many find it convenient to engage a German merchant as agent, it will, we hope, be useful to explain the outlines of the German law of agency.

The rights and duties of the parties are subject to German law if the contract is concluded in Germany. Should the contract be contained in correspondence, then, if the letter of acceptance is sent from Germany, that country is deemed to be the place where the contract is made. The parties may also expressly agree that the contract shall be governed by German law.*

When a German court, administering German international private law, deals with this question of conflict of laws, the result will often be the same. Thus, it has been held by the Leipzig High Court (III 414/16) that the right of a foreign principal to give notice to a German agent is to be dealt with according to German law. Conversely, a contract between a German firm and its English agent will be construed in accordance with English law.

The German mercantile code (HGB—Handelsgesetzbuch) discriminates between agents permanently engaged who trade in their principals' names (s. 84), and those trading in their own names but on their principals' account (s. 383). The general principle of the English law of agency that an employment for the purpose of bringing the employer into legal relations with a third party is called agency,† is not known to German law.

An agent trading in his principal's name acquires no rights against the third party. All rights and duties are conferred upon the principal alone; the agent is merely a conduit pipe. And German law knows no presumption similar to that obtaining in English law to the effect that a foreign principal cannot sue or be sued on a contract made by his agent in England unless it be shewn that the agent was authorised to establish privity of contract between such principal and the other contracting parties. Hence an English principal has the same rights and duties as a German principal of a German agent.

If the agent is to trade in his own name, though acting on his principal's behalf, he is called a commission agent (kommissionär), and all the rights and duties against and towards the third party are vested in and imposed on him alone; thus, the principal cannot sue his defaulting German customer. He can only claim against his agent, who is under an obligation to act in good faith and to comply with the principal's instructions. The latter can only acquire rights against the third party by means of an assignment of the agent's rights against that third party. But the commission agent is liable for the price if he fails to name the third party to his principal (s. 384 (3)).

An English principal who does not know the financial standing of the agent would be well advised, then, to bind that agent to act only in the principal's name, or even not to conclude bargains, but to submit all enquiries received to the principal, so that the latter may conclude the contract of purchase himself, by direct correspondence. A peculiar section is s. 85 HGB (Handelsgesetzbuch), which shortness of space prevents us from discussing here.

The agent's most important right is his claim to commission on all business effected by his intermediation. But he is not entitled to remuneration if no business be completed, and an agent acting in his principal's name is not entitled to commission or to part commission if the whole or part of the

(*) Hibbert, "International Private Law and the Conflict of Laws," London, 1927, pp. 158, 159, 163, 174.
Foote, "A Concise Treatise on Private International Law," based on decisions in the English Courts, London, 1925, p. 474.
(†) Anson: "Principles of the English Law of Contract and of Agency in its Relation to Contract," Oxford, 1923, p. 402.

price be not recovered. On the other hand, he can claim commission if the non-completion be ascribable to the principal's attitude. German law also knows the notion of sole agency. A sole agent is generally an agent who is engaged to act in a specified area.

As to terminating agency, German law is quite clear; it does not know the so-called "reasonable notice" of English law. By s. 92 HGB (Handelsgesetzbuch) either party may give not less than six weeks' notice expiring with a quarter of the year. In the event of breach of contract or for other just cause the contract may be determined summarily or at short notice by either party. The principles laid down in s. 92 may be applied if the agent is a commission agent and the contract does not provide for length of notice. This is the regular practice of the German High Court (*vide* RGZ 46, 185; 69, 363; JR 1927, No. 493).

Standardisation to cope with Adulteration.

THE consolidation, in the 1928 Act, of most of the statutes relating to adulteration, marked a big move forward in the direction of simplifying the law. Much yet remains to be done, however, before the administration of these Acts can be said to be on an entirely satisfactory basis. Many complaints have been made by the trading community of the methods adopted to obtain convictions under the Sale of Food and Drugs Acts. There can be no doubt that many of these complaints are well-founded. After all, those who carry on the duty of distribution—whether wholesale or retail—in our economic system are not by any means a body of rogues—though here and there we know that a black sheep is to be found. Not long ago the *Pharmaceutical Journal*, the organ of the Pharmaceutical Society of Great Britain—one of the most highly reputable professional bodies in the country—was moved to protest against the "purgatory of the law" with special reference to the administration of the Sale of Food and Drugs Acts by the prosecution of pharmacists for the sale of medicinal preparations for which there is no official standard with the object of getting some standard adopted by a bench of magistrates as a preliminary to its adoption by the courts generally. Many instances could be given in support of that protest; and it is not in the best interests of the community that such methods should be followed.

The direction in which easier and more effective administration can be brought about is that of Standardisation. It is a curious thing that in regard to this we are a long way behind our overseas dominions. In Canada, South Africa and Australia the adulteration laws are much simpler and more intelligible than here at home where so much depends upon case-law, and the free working of the statute law is hampered by so many judicial decisions. We spend endless time and trouble about such issues as whether a thing has been sold "to the prejudice of the purchaser" and we waste the time of our courts by quibbles as to when a warranty is not a warranty and so on. The latest addition to this series of Acts—framed at a time when the consolidating and amending Act of 1928 was in process of being enacted—(the Artificial Cream Act) actually introduces an entirely new principle by allowing an article that is not genuine to be sold as "artificial" provided a troublesome miscellany of regulations as to manufacture, packing, labelling, etc., be followed.

The younger legislatures of the Dominions have adopted a much simpler, more intelligible, and more expeditious method of securing the sale of genuine unadulterated drugs and foodstuffs. They begin with the legal presumption that everything which is sold is genuine unless it is plainly labelled as being artificial or substitute or deficient in quality: and in order that the genuineness or otherwise of an article may be determined they have prepared elaborate schedules covering all foodstuffs and drugs in general demand, to which additions may from time to time be made. So if, for example, a person asks for "vinegar" from a Canadian shopkeeper, the article supplied must be the vinegar specified as such in the official schedule. Here in England there would have to be a legal argument as to what "vinegar" was and whether or not acetic acid diluted with water and coloured with caramel might or might not be called "vinegar." In the case of drugs, the official standard is that of the British Pharmacopœia so far as it goes: and if the article in question is not to be found there, then it is to be judged by the standard given in any other pharmacopœia or in any recognised text-book where its standard is laid down. What is not ordinarily to be found standardised in well-known publications of that class may be provided for in the official schedules.

This principle of standardisation has been adopted in Great Britain with success in regard to agricultural fertilisers and feeding-stuffs and in a lesser degree in regard to the sale of seeds for planting. The Fertilisers and Feeding Stuffs Act of 1926 contains elaborate schedules which lay down precisely what is required of vendors of these articles. The advantages of these methods are apparent. Not only is the vendor clearly informed of his obligations, but the authorities responsible for the enforcement of the law have their scope of action quite clearly defined. Here the old trouble about warranties has been solved by the very practical method of requiring that the *material* constituents of certain articles shall be definitely warranted by a statement attached to every parcel sold. For instance, if patent food for cattle or poultry be sold, the percentages of oil and albuminoids which it contains must be stated: similarly when a fertiliser is sold, the percentages of nitrogen or phosphoric acid or other chief manurial content must be given. Articles such as barley-meal or bone flour are defined in a schedule of their own: whilst another schedule gives permissible limits of variation from the stated content where the same is liable to evaporation or change.

Standardisation, then, is the object to be aimed at in future amendments of the Adulteration Acts. So far the only official standards available are those affecting milk, cream and butter. The courts have generally also adopted the British Pharmacopœia as a standard for drugs comprised in it; but apart from this, where no standard has been fixed the courts have adopted the very unsatisfactory principle of leaving to the magistrates the duty of fixing a standard for themselves (if they can) based on the evidence before them. This means of course that each bench of magistrates may be a law to themselves, and that there may be half-a-dozen different standards in different parts of the country for particular articles.

One other very important aspect of the administration of these statutes is that touching the use of preservatives in foodstuffs. The practice in this matter is governed by the Public Health (Preservatives &c. in Food) Regulations of 1925 and the Amended Regulations (under the same title) of 1926 and 1927. In these several sets of Regulations will be found the authorised preservatives that may legally be used for various articles of food and the extent to which they may be used for these different articles. Sulphur dioxide and benzoic acid are the only two preservatives that may be used. In addition to that, the Regulations of 1925 prohibit the use of all colouring matters that formerly were in vogue for what is termed "masking" the process of decomposition. There is no doubt that the prohibition of the use of a number of the old metallic colouring matters will be fraught with good results for the general health of the community.

Company Law and Practice.

XXV.

LAST week we were here considering the question of disclaimer by the liquidator of a company, and we had examined at some length the provisions of s. 267 (1) and (3), and also winding-up r. 73 and Forms 35 and 36 in the Appendix to the Winding-up Rules: there are, however, many other provisions which qualify or otherwise affect the power of disclaimer, and which must not be overlooked.

Persons interested in any property which the liquidator can disclaim can to a certain extent force his hand by applying to him in writing requiring him to decide whether he will or will not disclaim. In such a case the liquidator is not to be entitled to disclaim if he has not, within twenty-eight days after receipt of the application or such further period as may be allowed by the court, given notice to the applicant that he intends to apply to the court for leave to disclaim, and, in the case of a contract, if, after such application, he does not, within such period or further period, disclaim the contract, the company shall be deemed to have adopted it (s. 267 (4)). This sub-section shows clearly the dangers attendant upon the slavish copying, without enough consideration and attention, of a section from another Act, with the intention that it shall apply to a different set of circumstances.

It is based on s. 54 (4) of the Bankruptcy Act, 1914, but, whereas in the Bankruptcy Act there is reason for distinguishing between other classes of disclaimable property and contracts, there does not seem to be equal reason for taking such a course in the Companies Act. Thus the result would appear to be that the liquidator, where served with an application requiring him to decide whether he will disclaim or not, must, if he wants to disclaim, give notice within the prescribed period that he intends to apply to the court for leave to disclaim (a necessity in every case), and also must, in the case of a contract, actually disclaim within the prescribed period, unless the court extends the time during which he can disclaim. In the case of a contract, in the absence of disclaimer, the company is to be deemed to have adopted the contract. This provision appears to be meaningless in the circumstances, because the contract was already binding on the company and required no adoption by it; the winding-up has not dissolved the company, nor vested its property in any other person or body, and thus the position is totally different from that which exists in the case of bankruptcy, where the trustee in bankruptcy, in whom the property of the bankrupt is vested, is not a party to contracts made by the bankrupt before the bankruptcy. However, the words are mere surplusage in the Companies Act, and do not appear to be actively harmful or misleading.

Section 267 (2) sets out what is to be the result of disclaimer under the section. It operates to determine, as from its date, the rights, interest and liabilities of the company, and the property of the company, in or in respect of the property disclaimed, but it does not, except so far as is necessary for the purpose of releasing the company and the property of the company from liability, affect the rights or liabilities of any other person. In so far as the rights of other persons are adversely affected, s. 267 (7) gives such persons a remedy by providing that any person injured by the operation of a disclaimer under the section is to be deemed to be a creditor of the company to the amount of the injury, and may accordingly prove the amount as a debt in the winding-up.

Further, the court may, on the application of any person who, as against the liquidator, is entitled to the benefit or subject to the burden of a contract made with the company, make an order rescinding the contract on such terms as the court thinks just, and any damages payable to any such person may be proved as a debt in the winding-up (s. 267 (5)).

The section also makes provision for the making of vesting orders of disclaimed property in certain cases. Application for such orders may be made by persons claiming any interest in disclaimed property, or by persons under any liability not discharged by the Act in respect of disclaimed property: and the court may make vesting orders on such terms as it thinks just, subject, however, to the qualification that no vesting order of disclaimed leaseholds shall be made in favour of any person claiming under the company (whether under-lessee or mortgagee) except on the terms of making that person either subject to the same liabilities and obligations as those to which the company was subject under the lease at the commencement of the winding-up, or subject to the same liabilities as if the lease had been assigned to that person at that date (s. 267 (6), which should be consulted for the full terms on which vesting orders can be made).

Applications for vesting orders must be supported by the affidavit filed on the application for leave to disclaim the property (Winding Up Rule 74). This affidavit must show who are the parties interested and what their interests are. (r. 73 (1)). Rule 74 (2) also deals with applications for vesting orders, and, under it, where leaseholds are disclaimed, the court may direct that notice be given to an under-lessee or mortgagee that if he does not elect to accept and apply for a vesting order on the proper terms (see above) within a fixed time he will be excluded from all interest in and security upon the property. The application may be adjourned for this notice to be given, for such person to be made a party and for him so to elect and apply, if he thinks fit; and if, at the expiration of the time fixed, he does not do so, the court may make a vesting order in favour of the applicant, and an order excluding such mortgagee or under-lessee from all interest in or security upon the property.

Section 267 has no application to the case of a winding-up in Scotland (s. 267 (8)).

(*To be continued.*)

A Conveyancer's Diary.

Power to Invest in Land—Form of Transfer to Trustees.

In the "Conveyancer's Diary" for the 29th March I dealt with this subject and referred to the decision of Tomlin, J., in *Re Draycott Settled Estates* [1928] Ch. 371.

In a letter published in another column, Messrs. Warren & Warren challenge the correctness of the view which I took of the matter.

I need hardly say that I welcome their criticism.

In the case in question, a testator gave his residuary personal estate to trustees upon trust to invest in any of the investments mentioned therein or, with certain consents, in the purchase of land, with power from time to time to vary investments.

The question was whether land purchased by the trustees under those trusts was to be regarded as settled land or as land held upon trust for sale.

I agree that, *primâ facie*, s. 32 (1) of the L.P.A. applies in such a case. The settlement is of personal property with a power to invest in the purchase of land, therefore the land must be held in trust for sale. But sub-s. (2) excludes from the operation of the section "capital money arising under the Settled Land Act, 1925, or money liable to be treated as such." Consequently if the money is "liable to be treated" as capital money the section does not apply.

The effect of the pertinent part of s. 77 of the S.L.A. is that whenever under any instrument money is in the hands of trustees and is liable to be laid out in the purchase of land, the trusts of which are declared by the instrument, the trustees may at the option of the tenant for life invest or apply the money as if it were capital money arising under the Act.

I expressed the view that the effect of that provision is that all money in the hands of trustees and liable to be invested in

the purchase of land under an instrument declaring the trusts thereof is "liable to be treated" as capital money, because it may at the option of the tenant for life be so treated.

Messrs. Warren & Warren think that the expression "liable to be treated" as capital money refers to money which by s. 81 of the S.L.A. is deemed to be or to represent capital money. In fact, I dealt with that point and said that probably that was the intention. The question is: has that intention been carried out in the statute? I think that it has not.

It seems to me that the expression "liable to be treated as capital money" does not mean the same thing as "deemed to be or to represent capital money." The former expression quite definitely, to my mind, applies to money which may or may not be so treated according to circumstances; in fact, it applies exactly to a case where there is an option in the matter as there is under s. 77 of the S.L.A.

There is no option at all regarding the money referred to in s. 81. Of course, if the latter section had read as Messrs. Warren & Warren in their *paraphrasis* of it represent, the effect might be different. That section does not render the money to which it refers "liable to be treated" as capital money. It says that such money is "to be deemed to be or to represent" capital money.

Perhaps I may enforce my point by asking Messrs. Warren and Warren to consider the meaning of the expression "liable to be laid out in the purchase of land" in s. 77 (*a*) of the S.L.A. I suggest that "liable to be laid out" does not mean "must be laid out," and that equally "money liable to be treated as capital money" does not refer only to money which is deemed to be, and therefore must be treated as, capital money such as that arising as mentioned in s. 81.

I certainly agree, as I said before, that the result of this is that it is difficult to see in what case s. 32 (1) of the L.P.A. can apply. I am afraid that there are other statutory provisions of which the same might be said.

I do not think that, as Messrs. Warren & Warren suggest, the decision in *Re Draycott Settled Estates* is confined to a case where the trusts of the personal estate and the investments thereof are declared by reference to trusts affecting real estate. The trusts were so declared in that case, but that was not the ground of the decision.

If the trusts declared are such as (in the absence of provisions to the contrary) would create a settlement under the S.L.A., I cannot at present see what difference it makes whether those trusts are declared by reference or not.

Of course, it may be that the Court of Appeal will hold that the expression "liable to be treated as such" (i.e., as capital money) in s. 32 (2) of the L.P.A., must be read as "deemed to be or to represent capital money," and in doing so may distinguish *Re Draycott Settled Estates* on the ground indicated.

Whilst doing violence to the language, such a decision would doubtless express what was really intended by s. 32 (2), or at any rate what it would seem ought to have been intended.

In the meantime I confess that I should not like to advise a purchaser to take a conveyance from trustees, purporting to sell as trustees for sale, land which they had purchased in pursuance of a power to invest in land contained in an instrument declaring trusts thereof, and not expressly providing that land so purchased should be held on trust for sale. If I did, I am afraid that for long afterwards, especially during those accusing, wakeful, small hours of the morning, I should be haunted with the language of Tomlin, J., in the concluding paragraph of his judgment. I do not intend to risk it.

Effect of Statutory Conversion.

A somewhat curious case showing the result of the statutory conversion effected by the transitional provisions of the L.P.A., 1925, is *Re Thomas's Will Trusts* (1930), W.N. 78; 74 SOL. J. 201.

A testator claiming to be entitled to an entailed interest in an undivided share in real estates commenced an action in 1922 to establish his claim.

In 1928, the action being still pending, the testator made a will, by which he devised and bequeathed his residuary estate to trustees upon trust to pay out of the capital or income thereof, the costs of his brother in establishing the claim by action at law, and in the event of his brother being successful in establishing such claim (but not otherwise) in trust for his brother absolutely.

Before the date of the will the interest of the testator in the estates in question (assuming that he had any) had been converted into an interest in the proceeds of sale by the effect of the transitional provisions contained in Pt. IV of the 1st Sched. to the L.P.A., 1925, The testator therefore had no interest in such estates and no claim thereto enforceable by an action at law.

The condition upon which the residuary estate was given to the testator's brother was, therefore, impossible of fulfilment at the time that the will was made, and consequently, the gift took effect freed from the condition.

The authority relied upon on the point as to the effect of the condition being impossible of fulfilment was *Lowther* v. *Cavendish* (1758), 1 Eden 99.

So far as regards the question of the effect of the statutory conversion, the decision of course, followed *Re Price* [1928] Ch. 579; and *Re Kempthorne* [1930] 1 Ch. 268, C.A.

This case affords yet another illustration of the plain intention of a testator being flouted in consequence of the notional conversion brought about by the L.P.A.

The testator obviously did not know that the land in which he claimed an interest was to be regarded as money and he, not unnaturally, made his will, having in mind the state of things which actually existed and not that which, by a pure fiction of the law, was deemed to exist. As a matter of construction, therefore, it might have been thought that effect could have been given to the condition, but having regard to the authorities that was not possible.

Landlord and Tenant Notebook.

Covenant for Renewal.

A number of cases show that landlords, or those advising them, have not always been alive to the full significance of words giving a tenant a right of renewal. Insufficient attention has been paid to such matters as the time for declaring the option, the mode in which it may be exercised, the term and the terms of the new lease contemplated by it. A leading case dealing with most of these points, and deciding most of the arguments in the tenant's favour, is *Lewis* v. *Stephenson* [1898], 67 L.J. Q.B. 296.

The plaintiff in that case had purchased a reversion without demanding production of the lease. This had been granted some two years earlier and had about a year to run. The habendum gave three years as the term; then followed the reddendum, which, after naming the quarter days, continued, "during the continuance of the said term (with the option of renewal) without any deduction or abatement whatsoever . . ." A few weeks before the three years expired, the tenant applied for a new lease; correspondence ensued, culminating in the issue of a writ for possession by the landlord, answered by a claim for specific performance on the part of the tenant.

Objections raised by the plaintiff were all brushed aside in the judgment. It was held that the landlord, as purchaser, had constructive notice of what was, in effect, a covenant, and was bound by it; that in the absence of express provision the option might be exercised within a reasonable time, and this had been done. As to the term and terms of the new lease, Dr. Johnson's definition of "renew" as meaning "repeat" was adopted, and a new lease was ordered for the same period and on the same terms as the old, but omitting the option for renewal, as one repetition only was contemplated.

In the older case of *Hyde* v. *Skinner* (1723), 2 P. Wms. 196, an express covenant to renew at the same rent and on the same covenants was held to be enforceable by the executor of the tenant, who had died during the five years term granted. It was held that the words were not strong enough to confer a right to a perpetually renewable lease (as to the present position of which, see L.P.A., 1922, s. 145, and Sched. XV; L.P.A., 1925, s. 202). As regards the length of the new grant, there is a discrepancy between the view taken in this case and that referred to above, the executor claiming a grant for fifty years, the court decreed twenty-one as the "usual" leasing period. Apart from the fact that Dr. Johnson, though alive, had not then brought out his *magnum opus*, it is doubtful whether this ruling would now be followed in preference to the line taken in *Lewis* v. *Stephenson*.

The covenant for (perpetual) renewal in *Nicholson* v. *Smith* (1882), 22 Ch. D. 640, was elaborate, providing for rebuilding in default of the option being exercised, and for payment of a fine when it was. But the only indication as to time for exercise was to be found in the words "whenever required," and there was no provision regulating the manner in which the option was to be declared. One of the landlords having drawn the tenants' attention to the fact that the lease expired next day, their secretary immediately wrote an acknowledgment, adding: "the directors are, of course, prepared to renew the lease." In the proceedings for specific performance taken by the tenants, which followed, it was contended that the option could have been exercised at any time, even after the term had expired; this argument was not acceded to, but the court held that the covenant gave the tenants the right to exercise their option right up to the last moment; that the informal intimation sufficed; and (disposing of other objections raised), that the lease could be executed, and the fine paid, after that moment.

On the other hand, many examples show how by forethought and careful drafting the interests of the reversioner have been properly protected. A lease for three lives gave the tenant an option to be exercised when one life should determine; on his claiming a new grant after the second death, he was held to be too late: *Bayly* v. *Leominster* (1792), 1 Ves. 476. If the lease be to two, with joint and several covenants, and one acquires the interest of the other during the term, the option is lost because the security offered is diminished: *Finch* v. *Underwood* (1876), 2 Ch. D. 310, C.A. In that case the landlord was further protected by a qualification of the covenant, making the right to a grant conditional on the performance of all tenants' covenants; effect was given by the Privy Council to a similar provision in *Greville* v. *Parker* [1910] A.C. 335. And in *Hollies Stores, Ltd.* v. *Timms* [1921] 2 Ch. 202, the original covenant for rent having been supported by three sureties, one of whom died during the term, the tenant was unable to enforce the renewal.

Care should be taken, when making the renewal dependent in point of time upon the performance of covenants, to express whether the stipulation relates to the exercise of the option or to the new grant: see *Bastin* v. *Bidwell* (1881), 18 Ch. D. 238.

Our County Court Letter.

THE NATURE OF FRAUDULENT PREFERENCE.

In the recent case of *Re Drabble Brothers; ex parte J. J. Swan and Co. Ltd.* v. *The Trustee*, at Chesterfield County Court, the bankrupts were a firm of builders who had contracted with the Sutton Dwellings Trust for the erection of 198 houses at Stoke-on-Trent for £78,000. The company were creditors for building materials, and the firm had paid them £100 and £647 12s. 9d., which sums formed part of two cheques for larger amounts signed by the same partner. The latter had no knowledge of the insolvency, and had no intention to prefer, but he was induced to make the payments by the misrepresentation of an employee, who put before him for signature a cheque for the payment of accounts which were properly payable. The employee was entitled to commission on goods supplied by various customers of the firm, and the case for the trustee was that it came within the scope of his authority to pay over the cheques, and the responsibility therefore lay with the firm. The latter contended, however, that a payment by a bankrupt, without any intention of giving a fraudulent preference, could not be held to have that effect, if he were misled by an employee who had a different object. His Honour Judge Procter held that, as the employee for his own ends intended to give a fraudulent preference, the intention must be attributed to the bankrupts, although the only partner concerned had in fact no such intention. The above payments were therefore held to be a fraudulent preference, but this decision was reversed in the Divisional Court. Mr. Justice Clauson pointed out that the £100 was a payment which the partner had no intention of making, and was therefore a mistake. It was also impossible to hold that the £647 12s. 9d. was paid by the partner with the view of giving the company a preference over other creditors. The payment of the accounts was not within the scope of the employee's authority, and the payments were not made by the employee, but by the partner only. The responsibility was his, and the court had to deal with his state of mind, which was innocent of any intention to prefer. Mr. Justice Farwell concurred in allowing the appeal, with costs against the trustee. See (1930), W.N. 95.

The factors constituting a fraudulent preference were explained in *Re Drage & Sons; Palmer & Roberts* v. *Knight* (1926), 134 L.T.R. 765, on appeal from the Northampton County Court. The defendant had lent £1,700 on security provided by the directors, but the company itself had (*a*) given a receipt for the loan, (*b*) paid the interest, and (*c*) repaid the principal by its own cheque, two months before the resolution for voluntary liquidation. The plaintiffs as liquidators claimed repayment of the amount as a fraudulent preference, and the county court judge upheld this contention, although the defendant was unaware of the insolvency. The Divisional Court reversed this decision, on the ground that, although the payment was voluntary, there was no evidence that the dominant motive of the company was to prefer the defendant. Mr. Justice Salter observed that the plaintiffs, prior to their appointment as liquidators, were being consulted as accountants, and the defendant at the same time was referred to as an old friend. It was true that a voluntary payment, if unexplained, raised a presumption of preference, but the above facts were no evidence of fraud, and had been satisfactorily explained. Mr. Justice Talbot concurred, on the ground that the existence of the explanation ousted the presumption of preference, the inference being that the payment was due to the desire of the company or its directors to release the title deeds. The appeal was therefore allowed.

Practice Notes.

WORKMAN'S DEATH BY LIGHTNING.

In the recent case of *Brimble* v. *Gloucestershire County Council*, at Bristol County Court, the applicant claimed an award on the ground that her husband had been killed by lightning, while engaged in his duties as caretaker of an elementary school. The deceased had been mending a fence with a hammer and nails, which would not cause any special risk by being carried during an electrical discharge, but the man's hammer had apparently hit the nail at the same instant as the flash hit the railings. This was to be inferred from the fact that the deceased was found grasping a charred wooden paling, that the heel of one boot was burnt and the other torn off, and that a hammer with a split shaft was found near the body. The applicant's case was that the deceased

was subject to more danger than an ordinary person, as he was working in an exposed position and using tools. No evidence was called for the respondents, who admitted the death by lightning, but contended that there was no evidence that the deceased was engaged in his duties at the time. It was pointed out that there was no special exposure, such as that in *Andrew* v. *Failsworth Industrial Society* [1904] 2 K.B. 32, in which the workman had been on a scaffold, thirty feet above the ground. His Honour Judge Parsons, K.C., held that the work had exposed the deceased to an abnormal degree of risk, as he did not just happen to be in the neighbourhood, and he was working with the hammer and tools. This was the necessary causal connexion, and the applicant was entitled to an award of £234. It is to be noted that an injury brought about by some natural force, unconnected with the work, is not an accident arising out of employment, as shown by *Kelly* v. *Kerry County Council* (1908), 1 B.W.C.C. 194. A roadman was there killed by lightning while working, and it was held that the widow was not entitled to compensation.

FRESH CONSIDERATION IN GAMING TRANSACTIONS.

THE difficulty of proving the above was shown in the recent case of *Sedgwick* v. *Morris*, at Chester County Court, in which £35 was claimed as the balance of an account. The plaintiff, who was a commission agent, had paid £159 2s. in three transactions to the defendant, who was a coal merchant. On a fourth transaction, however, the defendant owed the plaintiff £40, but he wrote promising to settle as soon as he could, and to do no betting until he had settled the account. In reply to a further application, the defendant wrote that the threat to post him left him undisturbed, and that the plaintiff would have nothing to gain by adopting that course. The defendant at the same time sent £5 on account, with a promise of further instalments, and added that five bookmakers owed him £976, none of which had been recovered. It was contended for the defendant that he did not intend to avoid payment, but he had suffered in the Stock Exchange collapse, and, although he had no hope of collecting the amounts owing to himself, he meant to pay the plaintiff's claim, after deducting the expense to which he had been put. His Honour Judge Whitmore Richards gave judgment for the defendant, with costs. It is to be noted that the defendant's occupation would render him immune from some of the consequences of posting, but, for cases on the other side of the line, see a Practice Note entitled "The Contracts of Turf Commission Agents" in our issue of the 1st February, 1930 (74 SOL. J. 72).

Reviews.

The Companies Act, 1929, *with Explanatory Notes and References to Decided Cases*. D. G. HEMMANT, Barrister-at-Law. 1930. Ninth Edition. Royal 8vo. pp. lii and (with Index) 712. London: Jordan & Sons Limited. 15s. net.

The fact that this book is now in its ninth edition is evidence of its practical utility, a utility which is not lessened in the new edition. There is printed the Act, the Winding-Up Rules, the Forms Orders, Fees Orders, Order 53B, and also the Companies (Interest out of Capital) Order, 1929, which, so far as the present reviewer is aware, makes its first appearance in a text-book. There is also a comparative table of sections, which enables the practitioner to refer to the corresponding sections of the now defunct Acts. To the Act and to Table A there are useful notes, referring to material decisions of the courts, and though such notes are not as full as perhaps they might be, it is realised that the object is to give all the reasonably necessary information, without overburdening the book with matter of purely academic, or only very occasional, interest. At the same time, there are cases where some amplification might have been useful, as, for instance, in the note to Art. 82 of Table A, at p. 364, where the case of *Re North Eastern Insurance Company Limited* [1919] 1 Ch. 198, might well have been referred to, as, unless warned, other persons might be tempted to try the same course of procedure as was there adopted. Considering the price, however, the amount of useful matter contained is large, and the book should prove of value to those who do not need to be fully informed as to every decision bearing on the Act, but only as to such as are of ordinary utility.

Complete Practical Income Tax. By A. G. MCBAIN, Chartered Accountant. Gee & Co. (Publishers), Ltd. 7s. 6d. net.

The fifth edition of this work has been brought up to date in accordance with recent case law and ruling of the Board of Inland Revenue so far as the latter have been made known.

The book, which is well arranged, provides a first text-book for students of the subject of taxation and is also useful for practitioners as a book of reference on elementary points arising in general practice. The numerous examples of practical problems are of assistance, and the table of time-limits for claims to repayment and applications for relief, will be of the utmost use to readers. The various schedules to the Income Tax Act are dealt with in separate sections of the book, and such subjects as "Charities," "Sur-tax," "Depreciation," "Residence," and so on, are each dealt with separately.

Correspondence.

Power to Invest in Land. Form of Transfer to Trustees.

Sir,—With reference to your article of the 29th ult. in your Journal it is respectfully suggested that s. 32 (2) of the Law of Property Act is not correctly interpreted. If the construction suggested in your article were a true one the section would have no operation at all. It is submitted that s. 32 (2) is not to apply to capital money arising under the Settled Land Act, 1925; it only extends to money which has either in fact arisen under the Settled Land Act or is liable, by virtue of s. 81 of that Act, to be treated as if it had in fact so arisen, and to which therefore s. 75 (5) of the Settled Land Act would apply, and does not extend to all moneys to which, by virtue of s. 28 of the Law of Property Act, 1925, of s. 77 of the Settled Land Act, the wide powers of investing and applying capital money arising under the Settled Land Act are extended by reference.

The case of *Re Draycott* [1928] Ch. 371, referred to as strict settlement, but it is submitted that a will which contains a settlement of land upon trust for sale, with a power to invest money in the purchase of land, is not within the ambit of *Re Draycott*.

Bedford Row, W.C.1. WARREN & WARREN.
9th April.

"ESSAYS AND ADDRESSES."

Messrs. Thomas Nelson & Sons, Limited, have at present in preparation, and will issue shortly, a volume of Essays and Addresses by Lord Alness (The Right Hon. Robert Munro), Lord Justice-Clerk of Scotland, who was Lord Advocate from 1913 to 1916, and Secretary for Scotland from 1916 to 1922. While holding the latter office, he was responsible for the Education (Scotland) Act, 1918—popularly known in Scotland as the Munro Act—which remains as a notable and permanent monument to his ability as a Minister.

In the serener atmosphere of the College of Justice, Lord Alness has found time to collect a number of fugitive writings and sayings, which are now about to be offered to the public. As a keen and judicious observer, his descriptions of things apparently commonplace are full of interest. As one who was for many years in personal contact with the prominent men of the time, his personal recollections and appreciations will appeal to a very wide circle of readers.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Will—Construction.

Q. 1887. A died in 1930, having devised all his real estate to his son, subject to the following proviso : " that my said son shall permit my said wife (his stepmother) to have the use and benefit of the house and premises I now occupy for the term of her natural life my said son keeping the said premises in repair and paying all rates taxes and other assessments thereon." The income of the widow, excluding the house, will be about £350, so that part will be liable to tax at 4s. in £. Unfortunately the parties are at arm's length. Will you advise :—

(1) Is the widow a tenant for life under the S.L.A., 1925, and as such entitled to a vesting assent ?

(2) Does the direction to repair cover decorative repair (irrespective of the mode of user of the premises), or is it confined to structural repairs ?

(3) In arriving at the income tax payable by the son, is he entitled to a proportionate part of the benefit of the allowances and deductions allowed to the widow, or is he liable to tax on the full assessment at 4s. in the £, subject to any surplus allowance available at 2s.

A. (1) We think so.

(2) We express the opinion that the son's duty to repair is limited to keeping the premises in such decorative and structural repair as they were in at the date of his father's death and irrespective of the user of the premises (if not unreasonable).

(3) This question is not fully understood. Would not the widow be assessed to Sched. A on the property and also on the sums payable in each year by the son in rates and taxes, etc., the son being entitled to show his yearly expense as a " charge " on his income ?

Third Party's Rights under Insurance Policy.

Q. 1888. A, while driving a van along a road, was run into by B, who was driving a motor car, and was very seriously injured. B, though not admitting liability, would almost certainly be held liable in the event of civil proceedings, as he has been prosecuted and convicted in respect of the occurrence for dangerous driving, and the evidence showed that, if not drunk, he was under the influence of drink. B, who is a man of small, if any, means, was insured by means of a Lloyds' Underwriters policy against third party risks. It is known that the underwriters may decline to recognise liability under the policy on the grounds that B did not notify them of a conviction on a former occasion for dangerous driving in accordance with a condition of the policy, and that had they known of this they would, or might, have declined the renewal premium, or demanded a considerable increase therein. A, being a man of straw, and indifferent as to whether B obtains a verdict against him, may, it is thought, decline to take the trouble and incur the cost of proceedings or arbitration on the legal point raised by the insurers. The policy provides that any matters in dispute between the insurers and insured shall be referred to arbitration.

(1) It is assumed that in any event, as a condition precedent to any proceedings against the insurers, or any reference to arbitration by A in the place of B, he must bring an action and obtain judgment against B.

(2) Is there any means by which A, assuming that B refuses to do so, can either bring proceedings in his own or B's name against the insurers, or can either in his own or B's name claim to have the point in dispute arbitrated upon ?

A. The letters A and B, in the third paragraph of the question, should evidently be transposed; and on the points raised :—

(1) Even the bringing of an action against B, and a judgment against him, would not entitle A to take proceedings against the insurers, as there is no privity of contract between them and A, nor would a judgment between A and B establish such privity.

(2) There is no means by which A can take proceedings, either in his own name or B's, against the insurers, as the doctrine of subrogation only entitles an insurer to stand in the shoes of his insured, after payment under the policy, but does not operate in the converse direction.

Husband and Wife—Foreign Divorce—Effect on English Marriage and Status of Parties.

Q. 1889. A husband and wife, both owing allegiance to the English Crown and being domiciled in England were unfaithful to each other. The husband went to live in France. We are asked to advise—

(*a*) Whether it is possible for him to obtain a divorce according to French law without the knowledge of the wife ; and

(*b*) If this were possible to state what effect this would have, if any, on the position of the wife, and on the custody of the children, they being at present with the wife ?

A. (*a*) We are not prepared to advise on a question purely of foreign law.

(*b*) No effect at all. A foreign court cannot dissolve the bonds of an English marriage, where the parties are not *bona fide* domiciled in the foreign county (*Dolphin* v. *Robins* (1859), 7 H.L.C. 390 ; 11 E.R. 156 ; *Shaw* v. *Gould* (1868), L.R. 3 ; H.L. 55 ; *Bonaparte* v. *Bonaparte* [1892] P. 402 ; and see Dicey's " Conflict of Laws," 4th ed., p. 440).

Criminal Law—False Pretences—Pretences must be Antecedent to Supply of Goods on Credit.

Q. 1890. I have been consulted by a client of mine with reference to the following state of affairs : My client who is a garage proprietor, did certain work and supplied materials for one of his customers. On rendering his account the customer sent, in the first instance, a cheque which was dishonoured, and again sent another cheque which was similarly dealt with. I accordingly issued a summons in the county court for the recovery of the whole amount due, the defendant has not complied with the summons, and upon inquiry I found that it would be useless to levy execution as he appears to have no assets. I have informed my clients of these facts, and I wish to know whether, apart from the civil side of the question, it would be possible to take proceedings for false pretences. I have advised that no proceedings for false pretences could be taken since there does not appear to be a false misrepresentation of fact. I pointed out that if the defendant came forward and proved that he had an account at the bank he could easily defeat a prosecution for false pretences. I pointed out the difference which would exist, could it be proved that the defendant never had an account at the bank, then proceedings could be taken for false pretences. I shall be pleased if you will give me your opinion as to the correctness or otherwise of this advice.

A. The advice not to prosecute seems to us to be sound. In any case cheques given for services rendered and goods supplied, after the transactions are complete could not constitute false pretences by which they were obtained.

Notes of Cases.

House of Lords.

Jones *v.* Leeming. 18th March.

INCOME TAX—ANNUAL PROFITS AND GAINS—ISOLATED TRANSACTION—CASUAL PROFIT—SCHED. D, CASE VI.

This was an appeal from the Court of Appeal and raised the question whether the respondent was liable to income tax in respect of a profit arising from an isolated transaction where there was no trade or concern in the nature of trade. In July, 1925, the respondent joined with three other parties in the acquisition of an option on a rubber estate, the object being not to hold the property or interest as an investment but solely to turn it over again at a profit. The total gross profit on the transaction was £3,000, and after deducting the expenses of the syndicate each of the four parties became entitled to a net profit of £623, and the respondent being allowed a further expenditure of £20 had thus obtained a profit of £603, and it was in respect of that amount that the income tax was claimed. The General Commissioners were of opinion that the respondent acquired the interest in the property with the sole object of turning it over again at a profit, and fixed the assessment at £603. On appeal to Rowlatt, J., the judge remitted the case to the Commissioners to say whether this was a speculation or an adventure in the nature of trade, and they answered the question in the negative. Rowlatt, J., then reversed the decision of the Commissioners and his decision was affirmed by the Court of Appeal. The Crown now appealed.

Lord BUCKMASTER, in giving judgment, said that it was under Case VI that it was sought to establish the appeal. He could not see how on any interpretation of the word "annual" it could cover the present case. Could the profit made be described as income where the transaction stood isolated and alone? It was in the circumstances purely an affair of capital, and an accretion to capital did not become income merely because the original capital was invested in the expectation that it would rise in value—Lawrence, L.J., in the present case, accurately stated the difficulty in the appellant's way, in the following words: "It seems to me in the case of an isolated transaction of the sale and re-sale of property there is no middle course open. It is either an adventure in the nature of trade or else it is simply a case of sale and re-sale of property." To that proposition he could see no adequate answer, and for that reason and those he had given he thought the appeal must fail.

Lords DUNEDIN, WARRINGTON OF CLYFFE, THANKERTON, and MACMILLAN, gave judgment to the same effect.

COUNSEL: *The Attorney-General* (*Sir William Jowitt*, K.C.), and *R. Hills*; *Latter*, K.C., and *Bremner*.

SOLICITORS: *Solicitor of Inland Revenue*; *Wansey, Stammers and Co.*, for *D. & D. Carruthers*, Kilmarnock.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Willcocks and Barnes *v.* The Paignton Co-operative Society, Ltd. Lord Hewart, C.J. 7th April.

CONTRACT—BUILDER'S TENDER—BILLS OF QUANTITIES—RETURNED OPENED—WHETHER ACCEPTANCE OF TENDER.

In this case, which was heard by Lord HEWART, C.J., at the Exeter Assizes, the plaintiffs, builders and contractors, claimed damages from the defendants for breach of contract to employ them to carry out certain works in Paignton. The defendants invited tenders in respect of the proposed work and stated in their advertisement that applications for bills of quantities should reach their office not later than the 4th December, 1928. The plaintiffs duly applied for and received bills of quantities and were told by letter that the priced bills of quantities, in a separate sealed cover with their name on the outside, were to be sent to the architects, Bridgman and Bridgman. The latter also stated that the bills would be returned unopened, in the case of unaccepted tenders, after the contract had been signed. On the 18th December the plaintiffs duly delivered a tender to the defendants, and delivered priced bills of quantities to the architects in a separate sealed cover as directed. On the same day it was resolved at a meeting of the defendants' managing committee that the architects be asked to verify the plaintiff's bills of quantities and to report thereon. That was done, and the reason given to the architects by the quantity surveyors was that they considered the tender was to be accepted. At a special meeting of the committee on the 28th December, however, it was resolved to accept the tender of another firm. The plaintiffs contended that the opening of their bills of quantities constituted an acceptance by the defendants of their tender, and that the return to them opened indicated a completed contract between the plaintiffs and the defendants.

Lord HEWART, C.J., said that in such a case as the present an intention to accept an offer was not an acceptance unless and until the intention was communicated to the person by whom the offer was made. The returning of the plaintiffs' opened bills of quantities could not, in his (his lordship's) opinion, be regarded as the communication of an acceptance, because, before they were returned the architects informed the plaintiffs that the defendants had decided to accept the contract of another builder. Judgment for the defendants.

COUNSEL: *H. du Parcq*, K.C., and *F. A. Wilshire*, for the plaintiffs; *Croom-Johnson*, K.C., and *A. Inman*, for the defendants.

SOLICITORS: *Eastley & Co.*, Paignton; *Stanley Richards and Norrington*, Paignton.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Hawley and Another *v.* Alexander and Wife.

Finlay, J. 9th April.

NEGLIGENCE—PERSONAL INJURY—EYE LOST—AIR GUN—DANGEROUS THING—PARENTS' LIABILITY FOR ACT OF SON.

In this action the plaintiff, Patrick Hawley, an infant aged eleven years, suing by his father (who also claimed for his own expenses), claimed damages for personal injuries alleged to have been caused by the negligence of the defendants, Thomas Alexander and Wilhelmina Alexander. The infant plaintiff was struck in his right eye, on the 9th January, 1928, it was alleged, by a pellet from an air-gun which had been discharged carelessly by John Alexander, aged thirteen, the defendants' son. The plaintiff lost his eye. It was pleaded that the gun was a weapon which was likely to be dangerous, and that the defendants allowed it to be in the possession of their son although they should have known that it could not safely be entrusted in his keeping. The defendants denied negligence and also pleaded contributory.

FINLAY, J., said that the true view of the facts, and the one which he accepted, was that the plaintiff had not dared the other boy to shoot at him, as was suggested, but had sought cover to protect himself, and had not assented to be shot at. The main question was whether the negligence of either of the defendants was made out. There was no doubt that the mother gave her son a thing which she knew to be dangerous, and if she did that she was bound to see that he used it in circumstances in which it could not cause damage to others. No precautions whatever were taken to prevent his using it in a dangerous way, and on the facts of the case the mother was guilty of negligence, and was liable. On the authorities, the father was also liable. There would be judgment for the infant plaintiff for £125, and for the father for £10, with costs.

COUNSEL: *E. M. Coningsby Denny*, for the plaintiffs; *A. A. Avetoom*, for the defendants.

SOLICITORS: *R. F. W. Holme*; *Charles Rogers, Sons and Abbott*.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Societies.

The Law Society.

HONOURS EXAMINATION.

MARCH, 1930.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 24th and 25th March, 1930 :—

Clara Maule Aldred, Frederick Sidney Allcock, Arthur Hill Askew, Harry Spencer Badger, Wesley William Bailey, John Panayoty Ballachey, B.A. Oxon., John Harold Bally, Geoffrey Spencer Foster Barham, B.A. Cantab., Joseph Boothroyd Wilson Barraclough, LL.B. Leeds, Edward Vyvyan Brice Bartlett, Sidney Henry James Bates, George William Beaumont, B.A. Cantab., Harold George Bellamy-Knights, Joseph Edward Blow, Mary Ellen Brittain, Arnold Brook, Nancy Margaret Brown, B.A. London, Edward Lionel Bryan, William Sharman Bull, Geoffrey Burgess, Edward Frederick Busby, Francis Ivan Carter, Roland Francis Champness, M.A., LL.M. Cantab., Harold Clarke, Harry Clarke, Harold Maurice Collinson, B.A. Cantab., Edward Llewellyn St. John Couch, Louis Courts, LL.B. London, John Ormerod Cowper, Edwin Bryers Dodd, Thomas Morris Dowell, William George Eager, Guy Minden Emerson, B.A. Oxon., Henry Stanley Falconer, Douglas John Firman, B.A. London, Frederick Arthur Fletcher, Mabel Foster Ford, Fred Forster, Liell Broughton Foskett, James Parsons Garner, William Wallace Gill, Sydney Goldblatt, LL.B. Leeds, Andrew Gawen Goodman, Tom Corbett Goulding, Harold Grantham, John Worrall Grazebrook, Herbert Leo Green, LL.B. Liverpool, Hugh Rodney Griffith, M.A. Oxon., Owen Wynne Griffith, Eric Henry Hamburger, B.A. Cantab., Harold John Abbott Hankins, Paul Ivor Harris, Rufus Ian Maclaren Hartley, Albert Victor Hawkins, Stanley Head, Donald Percival Heath, Harold Hewitt, Eric Hill, Rowland William James Hill, Frank Hindle, John Neville Hoare, LL.B. London, Reginald Hodgetts, Edward Samuel Holloway, Leslie Arthur Inkpen, Walter Ireland, Jacob Jaffe, LL.B. Manchester, Thomas Compton James, B.A. Cantab., Frederick Arthur Jessop, Douglas Heather Johnson, David Harold Jones, Evan Lloyd Jones, George Oswald Jones, Walter Thomas Jones, James Arthur Julnes, Harry James Kendrick, Charles Patrick Baillie Knight, B.A. Oxon., Leslie Bertrand Lee, Horace Keats Lester, M.A. Cantab., Norman Boyd Lintott, Gerald Francis Littler, Harry Livermore, Llewellyn Howard Lloyd, Godfrey Stanley Howard Lovering, Ralph Damerell Luscombe, Leslie Charles Marrow, LL.B. London,, Leonard Marsh, Maurice Oswald Marshall, B.A. Cantab., Ernest Albert Mathew, John Eaden Matthew, B.A. Cantab., John Sydney Menneer, James Leslie Mobsby, Edmund Savile Monckton, B.A. Cantab., Evan Athan Morgan, Seth Richard Stephen Morgan, Edmund Geoffrey Mosely, Archibald Aldridge Laporte Payne, M.A. Cantab., Edward Dudley Pitman, Veronica Mary Platt Plant, Oliver Edward Plumridge, Sydney William Plowright Pooles, William Frederick Pope, John Arnold Neil Ralph, Isador Rapport, Ernest Owen Reid, Cedric Hinton Fleetwood Reynolds, William Albert Richardson, Beverley Robinson, William Harold Rogers, Frederick Claude Rowan, Ernest Armstrong Rowlands, Raymond Albert Samwell, Richard James Sandford, Charles Ernest Kenneth Sargent, Robert Harcourt Scarr, Edwin Slinger, Arthur Ives Smith, William Richard Trevor Smith, B.A., LL.B. Cantab., Leslie Albert Snelson, Harry Stansfield, Richard Leonard Thomas, Thomas Thomas, Charles Robert Vassie, Cyril Fletcher Walch, William Irving Watkins, Elizabeth Watt, M.A. Edinburgh, Eric Dalton Watterson, LL.B. Birmingham, Surtees Wilkinson, B.A. Cantab., John Iorwerth Williams, M.A., LL.B. Wales, Oswy Errington Wilson, Walter Wilson, Edwin John Loy Wooler, Irvine Wright.

No. of Candidates 176 Passed 132

The Council have awarded the following Prizes: To John Neville Hoare, LL.B. London, who served his articles of clerkship with Mr. Ernest Roy Bird, M.P., of the firms of Messrs. Wedlake, Letts & Birds, and Messrs. Ernest Bird and Sons, of London, the Sheffield Prize (founded by Arthur Wightman, Esq.), value about £35 : to Gerald Francis Littler, who served his articles of clerkship with Mr. Oswald Collier Littler, LL.B., of the firm of Messrs. O. Collier Littler & Kilbeg, of Manchester, the John Mackrell Prize, value about £13.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 26th and 27th March, 1930. A candidate is not obliged to take both parts of the Examination at the same time :—

FIRST CLASS.

John Elliott Brooks, Gordon Francis Coulton, Samuel Alexander Heaton, Kenneth John Hollowell, Ronald Arthur Orchard, William Ernest Baker Pryer, M.A. Oxon., Reginald Philip Flack Rickard, Malcolm Slowe, Eric John Weston.

PASSED.

Godfrey Charles Roderic Bailey, Harry Bailey, Herbert Leslie Ball, George Baron, John Anthony Tristram Barstow, B.A. Oxon., John Grosvenor Beevor, B.A. Oxon., Norman Benton, Leonard Herbert Bligh, Bertram Arthur Brown, Geoffrey Vernon Bull, Charles Vincent Burgess, Nathan Chinn, Allen Lewis Chubb, Alan David Clark, Adam Crichton Cochrane, Sidney Valentine Cooper, Ronald Sydney Dawe, Evelyn George Lawrence Dickinson, B.A. Oxon., David Drummond, Douglas James Watherston Dryburgh, B.A. Oxon., William Proudlock Errington, Ivor Parry Evans, Edward Foulkes, Raymond Guilford Frisby, Humphrey Gilbert, Charles John Goodship, James Graves, Gordon Neville Haggie, Sydney Haworth, Douglas William Maclagan Henderson, John Henwood-Jones, Gordon Forbes Higginson, B.A. Oxon., John Herbert Horne, Jack Glover Iggulden, Lawrence Mason Jacob, John Morgan Jones, Maurice Sutthery Jones, Robert James Kent, Stephen Bryan Kirby, Gordon Wilfred Langley-Smith, Robert Harold Latter, Oliver Llewellyn, Geoffrey Trevor Lloyd, Stanley Grenville March, Harry Moxon, Eileen Mary Neville, Ivor George Wilmott Newington, Neville Frank Paddock, Robert Claude Pascoe, William James Perry, Dennis Wenceslas Picek, James Derek Poole, Arnold Wilmot Rees, Frederick William Roscoe, John Reginald Rudd, Leonard Jabez Russell, John Frederick Bridge Satchell, John Bernard Senior, Donald Steuart Shanks, B.A. Cantab., Harold Horace Smith, Harold Souden Smith, William Howard Smith, William John Stoffel, Lawrence Swan, Ernest Glyn Thomas, Ernest Geoffrey Thorne, Thomas Dowell Trouncer, B.A. Oxon., Sidney Turiansky, Kenneth Turner, Edward Thomas Verger, Christopher William Waterfall, B.A. Oxon., Thomas Raymond Holmes Watkins, Albert James Wheaton, John James Buckerfield Wheeler, John Passmore Widgery, Ronald Herbert Williams, Thomas Griffin Williams, David Wood.

The following candidates have passed the legal portion only :—

Geoffrey Weaver Adams, Thomas Anstey, M.A. Cantab., Lindsey Middleton Aspland, Samuel Bard, John Ewart Baring, Thomas Godfrey Barrows, John Mayman Barton, John Reinagle Barwell, John Melliar Adams Beck, Guy Stanley Maitland Birch, Mervyn Anthony Britton, Douglas Carey, B.A. Cantab., Bernard Alfred Catton, Basil Hallas Clark, Reginald John Coen, William Edwards, Robert Elmhirst, John Fairbrother, Robert Ellison Fearnley-Whittingstall, B.A. Cantab., Robert Scott Freeman, Leonard William Funston, Lewis Gassman, Daniel Grudgings, Stephen Henry Hanmer, B.A. Cantab., Roy Meadows Harmston, Thomas Ruthven Hepworth, Robert Musgrave Hilton, Gerald Baxter Ness Hoare, B.A. Cantab., Elizabeth Antoinette Holt, Charles Edward Jessop, George Edward Sibbering Jones, John Alexander Kerly, Richard Lane, B.A. Cantab., Robert Edis Legat, Maurice Lesser, May Lewis, John Joseph McAvoy, Alexander Steel McKenzie, Cyril John Bevan Manning, Michael William Blount May, B.A. Cantab., William Anthony Merriman, Edwin Ronald Mitchell, Walter Mitchell, William Melville Mitchell, Arthur John Moon, B.A. Cantab., Brian Lee Moore, Denis Peter Moseley, Ronald Clifford Mountford, Humphrey Leslie Malcolm Oxley, John William Leslie Partridge, Henry Philip Abercrombie Peaty, Geoffrey Phillippo, Robert Preston, Charles Wilfred Robbins, B.A. Cantab., Arthur Benjamin Roberts, B.A. Wales, Henry Doig Angus Robertson, Gerald Francis Rutledge, Christopher Alfred Ryves, George Harold Malcolm Scatliff, Frederic Stanley Scott, Harry Gillett Sherrin, Herbert Walter Shibko, Bernard Simmonds, Arthur Leslie Smith, Eric Halstead Smith, Nigel Warington Smyth, B.A. Cantab., Thomas Muir Sowerby, Ursula Monica Stringer, Ronald Helme Sutcliffe, Frank Hoskin Taylor, John Thomas, Leslie Edward Thompson, William Thomas Angelo Thomson, Michael Trethowan, Evan David Wilde, John Alister Seymour Williams, Ross Woodley.

No. of Candidates 231. Passed 164.

The following candidates have passed the Trust Accounts and Book-keeping portion only :—

William Somerville Adams, John Frank Noel Anstee, Christopher Jordan Arrow, Henry Ashwin, B.A. Cantab., William Haughton Ashworth, Harry Ernest Bailey, John Maurice Baldry, Frank Whitaker Barnett, Ernest Alfred Barton, Arthur Robert Baster, Wyndham Norris Eifion Bazzard, Ronald Fitzgerald Barton Beesley, B.A. Oxon., Oswald Pinkney Berry, Percy Villiers Blakemore, George

William Briggs, B.A. Cantab., George Harold Brinkworth, LL.B. London, Stanley Calvert Broadbent, Stanley Ivan Brown, Alaric Humphry Bruce-Mitford, B.A. Oxon., Nathaniel Frederick Burge, William Oscar Carter, Claude Catlow, James Russell, Chamberlain, B.A., LL.B. Cantab., George Anthony Chapman, Frederick Noel Charlton, B.A. Oxon., Edward Forrester Clark, Ralph Christopher Gooding Clarke, B.A. Oxon., Richard Brewitt Clayton, Hugh Neville Colpman, Robert Norman Cook, William Brynmor Davies, Arthur Piercy Dimes, Donald Charlett Dolman, Frank Middleton Dunwell, B.A. Cantab., Philip Gage Dwyer, B.A. Cantab., Eric Bernard Charles Dyckhoff, B.A. Cantab., Isaac Elbogen, L.L.B. Manchester, Bernard Philip Vincent Elsden, Gerald Edwin Evershed, Harry Faber, Dorothy Joan Louise Fabian, Donald Charles Campbell Ferrier, John Euston Bell Finley, George Gordon Fraser-Smith, James Ainsworth Freeman, Reuben Galinski, Jacob Gaster, Noel Jeffrey Raymond Gibbs, William Edwin Gill, Gerald Alfred Glover, John Morton Glover, William Henry Withers Goddard, B.A. Cantab., Walter Frederick Goold, Charles Haddon Redvers Gray, John Percival Gray, Francis Howard Grove, Francis Fraser Haddock, Leonard Gordon Hales, Richard Hall, John Thompson Halsall, Charles Magin Coulter Hancock, B.A. Cantab., Edward Rhodri Harris, Richard Grant Hartigan, B.A. Cantab., James Haye, Millicent Joan Hayward, Albert Rex Herbert, Peter Higson, B.A. Oxon., Harry Hiley, Anthony Robert French Hills, Robert Bernard Hobourn, Frederick Ronald Horden, Donald Alexander Horn, B.A. Cantab., Elwy Clifton Marshall Hughes, Thomas Ronald Clifford Hunt, Eric Francis Impey, Anthony Hargreaves Jackson, Henry Emanuel Jacobs, John Jacobs, Cadivor Hugh James, William Howel Godfrey Jeffreys, Ernest Logan Bevan Jenkins, B.A. Cantab., James Alexander Johnson, Ernest Loveday Jones, B.A. Cantab., Megan Helen Jones, B.A. Wales, Oliver Howell Penn Jones, B.A. Oxon, William Allan Kent, David Craig Kerr, Alfred Kerstein, LL.B. London, Hugh David Kitching, George Stuart Lampard, Bernard Walter Law, John Grundy Leaf, George Cecil Lees, Sir George James Ernest Lewis, Bart., Thomas John Lewis, Edmund Fallowfield Longrigg, B.A. Cantab., Charles Edwin Lowe, William George Luckock, LL.B. Birmingham, Robert Hamilton McLusky, LL.B. Leeds, Benjamin Francis Henry Maturin, B.A. Oxon., Edwin Mendelsohn, Arthur Daryl Middleton, Robert Washbourne Money, John Joseph Neesham, Edward Compton Lowther Nichols, Leonard Cuthbert Odhams, Francis Ogley, Charles Frederick Osborne Oliver, LL.B. Birmingham, Bertram Overend, Cyril Stanley Page, Walter Stuart Palmer, Joseph Harry Roy Pearson, Richard Appleton Pierce, Philip Sugden Porter, LL.B. Victoria, Edward Powell, Warren Hungerford Powell, William Gerald Powell-Edwards Howell, B.A. Oxon., Morris Preston, B.A. Oxon., David Leatham Hilton Price, B.A. Cantab., Guy George Morris Pritchett, Edward Procter, Douglas Colin Robert Puckle, B.A. Cantab., Brian Raffety, B.A., Cantab., Philip Isaac John Chorley de Walton Reade, Robert Osmond Reynolds, Henry Randall Richards, Robert Robinson, William Keith Robinson, Richard Leonard William Rons, Joseph Rosenbloom, LL.B. London, Derrick Aylmer Hartley Russell, B.A. Cantab., Alan Gale Salmon, James Sharratt, Victor Slesser, Edward Stainer Smith, Henry Gerald Smith-Spark, B.A. Cantab., Maurice William John Stephens, James Frederick Stephenson, Isabella Maude Rowell Stevens, Philip Beeley Storrs, B.A. Cantab., Ralph Sweeting, B.A., LL.B. Cantab., Reginald Askwith Symonds, B.A. Cantab., John Howard Taylor, B.A. Oxon., Edward Hugh Dudley Thompson, B.A. Oxon, Guy Wilberforce Thompson, William George Frederick Thompson, Albert Richard Timcke, Gerald William Treadwell, John Stephen Tedinnick, John Harcourt Linley Trustram, B.A. Cantab., John George Turpin, Percy Dale Wadsworth, LL.B. Wales, Avery Clough Waters, B.A. Cantab., Morgan Pope Watkins, Edric Humphrey Weld, Frank Howard Whitaker, LL.B. Leeds, Richard Owen Whitaker, Norman William White, Peter Henry Whitfield, Alec Roy Wills, Tom Philip Woodbridge, Roland Woolf, Albert Young.

Number of Candidates 309. Passed 250.

Solicitors' Benevolent Association.

The monthly meeting of the directors of this Association was held at The Law Society's Hall, Chancery Lane, on the 9th inst. Mr. Henry W. Michelmore (Exeter) in the chair. The other directors present being: Sir A. Norman Hill, Bart., Sir A. Copson Peake, and Messrs. A. C. Borlase (Brighton), T. S. Curtis, E. F. Dent, O. J. Humbert, C. G. May, H. A. H. Newington, P. J. Skelton (Manchester), and H. White (Winchester). One thousand three hundred and seventy-seven pounds was distributed in grants of relief. Seven new members were elected, and other general business transacted.

Rules and Orders.

THE LAND REGISTRATION RULES, 1930.

MADE BY THE LORD CHANCELLOR UNDER SECTION 144 OF THE LAND REGISTRATION ACT, 1925 (15 & 16 GEO. 5, c. 21).

DATED MARCH 26, 1930.

S. R. & O., 1930, No. 211/L. 6.

I, John Lord Sankey, Lord High Chancellor of Great Britain, with the advice and assistance of the Rule Committee appointed in pursuance of Section 144 of the Land Registration Act, 1925, do, in exercise of the powers vested in me by that section and all other powers enabling me in this behalf, hereby make the following rules:—

Official Search of Register on behalf of a Purchaser.

1. *Priority conferred by official certificate of the result of search.*]—Where a purchaser has obtained an official certificate of the result of search in the form hereby prescribed, any entry which is made in the register after the date of the certificate and before an application is made for registration by the purchaser of the instrument effecting the purchase (and is not made pursuant to a priority notice or Mortgage Caution entered on the register before the certificate is issued) shall be postponed to the application by the purchaser, provided such application

(*a*) is in order under the Act and Rules;

(*b*) is delivered at the Registry before the office is opened or deemed to be opened on the third day after the date of such certificate;

(*c*) is accompanied by such certificate which shall be retained in the Registry; and

(*d*) affects the same land or charge as the postponed entry.

2. *Form of application and certificate in duplicate.*]—(1) The application for official search and the official certificate shall be in duplicate in the forms in the schedule to these rules, or in such other forms as may be prescribed from time to time for this purpose by the Registrar.

(2) The application shall be posted to or left under cover at the Land Registry.

3. *Duplicate certificate open to inspection.*]—The official certificate shall be given an application number. Such number shall be entered in the book kept pursuant to Rule 83 (1) of the Land Registration Rules, 1925, (*a*) and the duplicate certificate shall be open to inspection by any person authorised to inspect the register until the office closes for registration on the second day after the date of the certificate, when the application number shall be removed from the application book.

4. *Priority where two or more certificates are issued.*]—Where two or more official certificates of the result of search are issued and in operation pursuant to these Rules, such certificates shall, so far as relates to the priority thereby conferred, take effect in the order in which the applications therefor were delivered at the Registry or are, pursuant to Rule 85 of the Land Registration Rules, 1925,(*a*) to be treated as delivered.

5. *Land certificate deposited at Registry under Section 65 of the Act.*]—(1) Sub-paragraphs (1) and (2) of Rule 270 of the Land Registration Rules, 1925, (*a*) are hereby repealed and the following provision is substituted therefor.

(2) Where a Land Certificate is deposited in the Registry pursuant to Section 65 of the Act, there shall, as a protection against forgery, be supplied to the Registrar on the registration of any disposition by the registered proprietor of the land, such evidence by Statutory Declaration or otherwise as to the execution of the disposition by the registered proprietor of the land as the Registrar shall direct.

6. *Interpretation.*]—In these Rules "Purchaser" has the same meaning as in the Land Registration Act, 1925, and "day" means a day on which the Registry is open to the public for registration.

7. *Revocation.*]—Rule 318 of the Land Registration Rules, 1925,(*a*) is hereby revoked.

8. *Short Title, Construction and Commencement.*]—(1) These rules may be cited as the Land Registration Rules, 1930.

(2) They shall be read and construed with the Land Registration Rules, 1925,(*) and shall come into force on the 1st of May, 1930.

Dated the 26th day of March, 1930. *Sankey, C.*

* S.R. & O. 1925 (No. 1093), p. 717

The Schedule.

FORM 94.

APPLICATION FOR OFFICIAL SEARCH BY A PURCHASER.

H.M. LAND REGISTRY.
London, W.C.2.

LAND REGISTRATION RULES, 1930.

District .....
Title No.....
Registered Proprietor.....

The Application Number will be officially entered herein on receipt at Land Registry.

We hereby as Solicitors for..
of .....
certify that he has agreed—
([1])to purchase
OR
([1])to advance £.....on a Charge of
OR
([1]) to accept a Lease of
OR
(as case may be, affecting)
the land comprised in the title above referred to and apply for an Official Search to be made against the said Title whether any entry has been made in the register since the.....
day of.....19...., being the date on which the { Land / Charge } Certificate was officially examined and (where necessary) made to correspond with the register. The written authority of the registered proprietor or his solicitors, to inspect the register, accompanies this application.

Signature of Solicitor applying.....
Date of Signature.....

([1]) Strike out such alternatives as are not applicable.

NOTICE.

THIS APPLICATION WITH THE ENDORSED OFFICIAL CERTIFICATE MUST ACCOMPANY THE APPLICATION FOR THE REGISTRATION OF THE PURCHASER.

(See Rules Within.)

The envelope containing this form should be addressed to the "Chief Land Registrar, H.M. Land Registry, Lincoln's Inn Fields, London, W.C.2."

NO COVERING LETTER REQUIRED.

N.B.—The attached duplicate must also be filled up; a carbon copy will suffice.

This space must be filled in by Solicitors. ☞

Name and Address in block letters to which certificate is to be sent.

FOR USE IN H.M. LAND REGISTRY ONLY.

It is hereby certified that search has been officially made in the register of the title above referred to with the following result:—

RULES 1, 2, 3 AND 4 OF THE LAND REGISTRATION RULES, 1930.

1. Where a purchaser has obtained an official certificate of the result of search in the form hereby prescribed, any entry which is made in the register after the date of the certificate and before an application is made for registration by the purchaser of the instrument effecting the purchase (and is not made pursuant to a priority notice or Mortgage Caution entered on the register before the certificate is issued) shall be postponed to the application by the purchaser, provided such application

(*a*) is in order under the Acts and Rules;

(*b*) is delivered at the Registry before the office is opened or deemed to be opened on the third day after the date of such certificate;

(*c*) is accompanied by such certificate which shall be retained in the Registry; and

(*d*) affects the same land or charge as the postponed entry.

2.—(1) The application for official search and the official certificate shall be in duplicate in the forms in the schedule to these rules, or in such other forms as may be prescribed from time to time for this purpose by the Registrar.

(2) The application shall be posted to or left under cover at the Land Registry.

3. The official certificate shall be given an application number. Such number shall be entered in the book kept pursuant to Rule 83 (1) of the Land Registration Rules, 1925, and the duplicate certificate shall be open to inspection by any person authorised to inspect the register until the office closes for registration on the second day after the date of the certificate, when the application number shall be removed from the application book.

4. Where two or more official certificates of the result of search are issued and in operation pursuant to these Rules, such certificate shall, so far as relates to the priority thereby conferred, take effect in the order in which the applications therefore were delivered at the Registry or are, pursuant to Rule 85 of the Land Registration Rules, 1925, to be treated as delivered.

APPLICATION FOR OFFICIAL SEARCH BY A PURCHASER.

H.M. LAND REGISTRY,
London, W.C.2.

LAND REGISTRATION RULES, 1930.

District .....
Title No. .....
Registered Proprietor .....

The Application Number will be officially entered herein on receipt at Land Registry.

We hereby as Solicitors for..
of .....
certify that he has agreed—
([1]) to purchase
OR
([1]) to advance £..... on a Charge of
OR
([1]) to accept a Lease of
OR
(as case may be, affecting)
the land comprised in the title above referred to and apply for an Official search to be made against the said Title whether any entry has been made in the register since the.....
day of.....19...., being the date on which the { Land / Charge } Certificate was officially examined and (where necessary) made to correspond with the register. The written authority of the registered proprietor or his solicitors, to inspect the register, accompanies this application.

Signature of Solicitor applying.....
Date of Signature.....

([1]) Strike out such alternatives as are not applicable.

NOTICE.

THIS APPLICATION WITH THE ENDORSED OFFICIAL CERTIFICATE MUST ACCOMPANY THE APPLICATION FOR THE REGISTRATION OF THE PURCHASER.

The envelope containing this form should be addressed to the "Chief Land Registrar, H.M. Land Registry, Lincoln's Inn Fields, London, W.C.2."

NO COVERING LETTER REQUIRED.

N.B.—The attached duplicate must also be filled up; a carbon copy will suffice.

This space must be filled in by Solicitors. ☞

Name and Address in block letters to which certificate is to be sent.

FOR USE IN H.M. LAND REGISTRY ONLY.

It is hereby certified that search has been officially made in the register of the title above referred to with the following result:—

ADDITIONAL RULES,

UNDER THE UNION OF BENEFICES MEASURE, 1923
(14 & 15 GEO. 5, No. 2).

DATED MARCH 19, 1930.

S. R. & O., 1930, No. 188/L. 5.

1. These Rules shall be additional and Supplementary to the Union of Benefices Rules, 1926,(*a*) and subject to the same Rule as to interpretation, and the whole may be cited as the Union of Benefices Rules, 1926 and 1930.

2. When more than four persons representing the same interest have joined in objections to the Ecclesiastical Commissioners to a draft Scheme under the Measure and such objections have been overruled by the Ecclesiastical Commissioners and at any date after the making of these Rules

such persons in due time signify their intention to appeal to His Majesty in Council against the Scheme or any part thereof, such Appeal shall be made by not more than four of such persons acting on behalf of themselves and the others.

3. As soon as an Appeal has been referred to the Judicial Committee by Order of His Majesty in Council, the Appellant shall without delay lodge in the Registry of the Privy Council, Downing Street, London, 5 copies of his Petition of Appeal. Such Petition shall consist of paragraphs numbered consecutively, and shall be typewritten on foolscap paper. It shall state succinctly and clearly all such facts as it may be necessary to state in order to enable the Judicial Committee to advise His Majesty whether such Appeal ought to be allowed, and there shall be annexed thereto the Scheme and any documents in his possession to which the Appellant may wish to refer.

4. The Appellant shall after lodging his Petition of Appeal serve a copy thereof with the annexed documents without delay on the Ecclesiastical Commissioners.

5. The Ecclesiastical Commissioners shall after they have been served with the Petition of Appeal, lodge in the Registry of the Privy Council without delay 5 copies of their Answer. Such Answer shall consist of paragraphs numbered consecutively and shall be typewritten on foolscap paper.

6. The Ecclesiastical Commissioners shall after lodging their Answer serve a copy thereof without delay on the Appellant.

7. An Appeal shall be set down as soon as such Answer has been lodged.

8. A plan, showing clearly the boundaries of the parishes in question, shall also be lodged before the hearing of the Appeal.

9. Where an Appellant takes no step in prosecution of his Appeal within a period of three months from the date of His Majesty's Order in Council referring such Appeal to the Judicial Committee, the Registrar of the Privy Council may by letter notify the Lord President of the Council that the Appeal has not been so prosecuted, and the Appeal shall thereupon stand dismissed for non-prosecution as from the date of the said letter without further Order, and a copy of the said letter shall be sent by the Registrar of the Privy Council to the Appellant, or, if he is represented by a solicitor, to that solicitor, and to the Ecclesiastical Commissioners.

10. All bills of costs under any Order of the Judicial Committee on such Appeal shall be referred to the Registrar of the Privy Council for taxation, and such taxation shall be regulated (so far as the same may be applicable) by the Schedule of fees set forth in Schedule C to the Judicial Committee Rules, 1925.(†)

Sealed by the Ecclesiastical Commissioners for England this 13th day of March, 1930, in the presence of :—

(L.S.) *H. De Bock Porter*,
Official Solicitor,
Ecclesiastical Commission,
1, Millbank, S.W.1.

Dated the 19th day of March, 1930.

Sankey, C.

† S.R. & O. 1926 (No. 967), p. 243.

In Parliament.

House of Commons.

Progress of Bills.

Third Parties (Rights Against Insurers) Bill. As amended [In the Standing Committee) considered. Read the Third Time, and passed. [10th April.

Overseas Trade (Guarantees) Resolution reported and agreed to. Bill presented and read the First Time. [10th April.

Navy and Marines (Wills) Bill. Read a Second Time and committed to a Standing Committee. [10th April.

Mental Treatment Bill [H.L.], as amended (in the Standing Committee). considered. [11th April.

Land Drainage Scotland Bill. Lords amendments considered and agreed to. [11th April.

A UNIVERSAL APPEAL.

To Lawyers: For a Postcard or a Guinea for a Model Form of Bequest to the Hospital for Epilepsy and Paralysis, Maida Vale, W.9

Legal Notes and News.

Honours and Appointments.

The King has been pleased, by warrant under His Majesty's Royal Sign Manual, to appoint The Right Hon. Lord Alness to be Chairman of the Joint Exchequer Board, established in accordance with the provisions of the Government of Ireland Act, 1920, to fill the vacancy caused by the resignation of The Right Hon. Lord Colwyn.

The Secretary of State for Scotland has appointed Mr. J. Hunter, First-class Depute, to be Sheriff Clerk of Aberdeenshire, in the place of Mr. J. Conner.

Mr. James Adair, Senior Depute Fiscal at Glasgow Sheriff Court, has been appointed Procurator-Fiscal at Hamilton Sheriff Court, in succession to the late Mr. William Thompson.

The following have been appointed Office Bearers of the Scots Law Society for the Session 1930–31 : Presidents, Messrs. Laurence S. Miller, W. M. Newlands, and H. Macdougal ; Secretary, Mr. Robert O. Mackay ; Treasurer, Mr. W. G. Purves, W.S. (Edinburgh) ; and Assistant-Secretary, Mr. A. G. Walker (Leith).

ALLEGED ATTEMPT TO BRIBE INSURANCE ASSESSOR.

At the Justice Room, Guildhall on Tuesday, (before Mr. Alderman Jacobs), George Benning, 29, a silk merchant, of Norwood, Broughton Park, Manchester, and David Garfield, 43, a textile agent, of Alexander-villas, Seven Sisters-road, Finsbury Park, on bail, says *The Times*, again appeared on charges of conspiring to defraud the Royal Exchange Assurance Corporation, Ltd., and of attempting to bribe an agent of that company.

The prosecution (conducted by Mr. Roland Oliver, K.C.) arose out of a claim made by Benning in respect of a fire at his premises, 317, Commercial-road, E., in January last. It is alleged that Benning's claim was an exaggerated one, and that the defendants offered a bribe of £500 to Sidney Cohen, who had valued the stock on behalf of the corporation, to support this claim by reporting in corroboration of it.

Mr. Oliver having closed his case, the Alderman intimated that he thought it was a matter for a jury.

The accused having formally pleaded "Not Guilty," and reserved their defence, were committed for trial, being allowed bail as before.

CALCUTTA SWEEPSTAKE.

A Misapprehension.

Mr. Hore-Belisha, M.P., on Saturday last, says *The Times*, received the following letter from the Home Secretary :—

"I find on looking at the published report of the question put by you in the House on the 10th inst., on the subject of the Calcutta Sweepstake, that my reply, taken with the actual, words of your question, would seem to imply the view that any member of the public who buys a ticket in the Calcutta Sweepstake thereby commits an offence.

"Owing, no doubt, to the noise in the House at the time, I cannot have caught the exact drift of your question. All that I meant to convey was that the organised sale to the public in this country of tickets in the Calcutta Sweepstake would be illegal. The primary offender in that case would be, of course, the seller, and it would be an entirely new departure to proceed against members of the public who had purchased or tried to purchase tickets in this way. It is in regard to this point that I am more particularly concerned to remove any misapprehension that my answer may have occasioned.

"Had you not been leaving England immediately, I should have welcomed an opportunity of stating this publicly to you in the House. In any event, an explanation was due to you, and, in the circumstances, perhaps the best course would be for you to publish this letter."

JUDGE AND THE SPEED LIMIT.

At the Guildhall County Court recently, says *The Times*, during the hearing of a claim for damages arising from a motor accident, Judge Harington remarked, "No one observes the speed limit to-day. I motored down from London this morning, and with my eye on the speedometer. I think my average speed was thirty-five miles an hour, and at one time I touched forty-five, and the driving was perfectly safe."

Alderman Charles Henry Rutherford (71), of Parkfield Road, and of Castle Street, Liverpool, Solicitor, a member of the firm of Rutherford & Co., of Liverpool, and Cannon Street, London, E.C., Chairman of the Liverpool Board of the British Law Insurance Company, Limited, left personal estate of the net value of £4,636.

"FRUIT" MACHINES IN A CLUB.

An appeal by officials of Deptford New Town Social Club against a conviction at the Greenwich Police-court for having the care or management of premises used for unlawful gaming was, says *The Times*, allowed at the London Sessions recently. The officials, Sydney Daniels, Robert Goddard, George Knott and Peter Hill, had each been fined £5 and ordered to pay £1 11s. 6d. costs, with the alternative in default of seven days' imprisonment.

Mr. H. D. Roome, opposing the appeal, said that the records of the club showed that on 11th December the committee passed a resolution that fruit machines be again instituted for the use of members only. On 16th December Police-sergeant Simms went to the club as an affiliated member and was invited by the stewards to play on a fruit machine. The sergeant lost 3d.

Mr. Rayner Goddard, K.C., for the club officials, argued that this case was different from any of its kind that had so far been heard either by that court or the High Court. There were certain games of chance, he said, which were unlawful in any circumstances, and others, of which this was one, which were unlawful in a common gaming-house. This was a members' club, and there was no evidence that it had been kept or used as a common gaming-house. An affiliated member of one of these clubs was not a visitor and he could himself order drinks.

Sir Robert Wallace, K.C. (chairman), said that in the view of the Bench a machine of this kind installed in a club, or even in a private house, simply for the purpose of giving additional pleasure to the members, was no offence against the law. The club in this case was not kept for the purposes of betting, and the machines were simply for the pleasure of the members.

The appeal would be allowed, with costs.

Later in the day Sir Robert Wallace agreed to a special case being stated on the question involved.

ANOTHER LEGAL RIDDLE.

The book "A Generation of Judges," published in 1888, mentions that Sir John Barnard Byles was once counsel for the defence in an action for breach of promise of marriage. The plaintiff proved the promise to marry, and that the defendant had married someone else. The case seemed a question of damages, but Byles put two questions to the plaintiff: "Did he not promise to marry you when his father died?" "Yes." "Has his father died?" "No." "That is my case, my Lord," said Byles. "But, brother Byles, the man has married someone else." "Well, my Lord," said Byles, "his wife may die before his father, or afterwards, and he may outlive them both. Then will be the time for him to fulfil his promise." The plaintiff had, in fact, alleged in her pleadings an absolute promise, and the proof of a conditional promise was what was called a fatal variance, which could not be amended.

High Court of Justice.

EASTER VACATION, 1930.

NOTICE.

There will be no sitting in Court during the Easter Vacation.

During the Easter Vacation all applications "which may require to be immediately or promptly heard," are to be made to the Honourable Mr. Justice LUXMOORE.

The Honourable Mr. Justice LUXMOORE will act as Vacation Judge from Thursday, April 17th, to Monday, April 28th, 1930, both days inclusive. His Lordship will sit in King's Bench Judges' Chambers on Thursday, April 24th, at half-past 10. On other days within the above period, applications in urgent matters may be made to his Lordship, personally or by post.

When applications are made by post the brief of counsel should be sent to the Judge, by post or rail prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C.2."

The papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

Chancery Registrars' Chambers,
Royal Courts of Justice.
April, 1930.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (20th March, 1930) 3½%. Next London Stock Exchange Settlement Thursday, 24th April, 1930.

	Middle Price 14th Apl. 1930.	Flat Interest Yield.	Approximate Yield with redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	89	4 9 11	—
Consols 2½%	56	4 9 3	—
War Loan 5% 1929-47	103	4 17 4	—
War Loan 4½% 1925-45	100	4 10 0	4 10 0
War Loan 4% (Tax free) 1929-42	100¾	3 19 5	3 18 6
Funding 4% Loan 1960-90	91½	4 7 5	4 8 0
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	94½	4 4 8	4 6 0
Conversion 5% Loan 1944-64	103	4 16 9	4 16 0
Conversion 4½% Loan 1940-44	100	5 0 0	5 0 0
Conversion 3½% Loan 1961	78¼	4 9 5	—
Local Loans 3% Stock 1912 or after	65¾	4 11 7	—
Bank Stock	255½	4 13 11	—
India 4½% 1950-55	88	5 2 3	5 7 6
India 3½%	65	5 7 8	—
India 3%	56	5 7 2	—
Sudan 4½% 1939-73	96	4 13 9	4 14 6
Sudan 4% 1974	86	4 13 0	4 15 3
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years.)	88½	3 11 10	4 2 3
Colonial Securities.			
Canada 3% 1938	90	3 6 8	4 10 0
Cape of Good Hope 4% 1916-36	94	4 5 1	5 2 0
Cape of Good Hope 3½% 1929-49	83	4 4 4	4 17 6
Ceylon 5% 1960-70 (First Dividend £2 5s., 1st August, 1930.)	103¼	4 16 10	4 16 6
Commonwealth of Australia 5% 1945-75	93	5 7 6	5 8 0
Gold Coast 4½% 1956	94	4 15 9	4 18 0
Jamaica 4½% 1941-71	93	4 16 9	4 18 3
Natal 4% 1937	94	4 5 1	5 2 0
New South Wales 4½% 1935-45	86½	5 4 0	5 17 6
New South Wales 5% 1945-65	93½	5 6 11	5 8 3
New Zealand 4½% 1945	96	4 13 9	4 17 6
New Zealand 5% 1946	102	4 18 0	4 16 3
Nigeria 5% 1950-60 (First Dividend £1 15s., 1st August, 1930.)	101¾	4 19 0	4 18 6
Queensland 5% 1940-60	90½	5 10 6	5 11 9
South Africa 5% 1945-75	102	4 18 0	4 17 9
South Australia 5% 1945-75	91½	5 9 3	5 10 3
Tasmania 5% 1945-75	92½	5 8 1	5 9 0
Victoria 5% 1945-75	91½	5 9 3	5 10 3
West Australia 5% 1945-75	91½	5 9 3	5 10 3
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	64	4 13 9	—
Birmingham 5% 1946-56 (First Dividend £1 5s., 1st July, 1930.)	101	4 19 0	4 19 3
Cardiff 5% 1945-65	100	5 0 0	5 0 0
Croydon 3% 1940-60	71	4 4 6	4 16 9
Hastings 5% 1947-67 (First full half year's Dividend, 1st October, 1930.)	103	4 17 0	4 14 6
Hull 3½% 1925-55	79	4 8 7	4 19 0
Liverpool 3½% Redeemable by agreement with holders or by purchase	75	4 13 4	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	54	4 12 7	—
London City 3% Consolidated Stock after 1920 at option of Corporation	65	4 12 7	—
Manchester 3% on or after 1941	65	4 12 7	—
Metropolitan Water Board 3% "A" 1963-2003	65	4 12 7	—
Metropolitan Water Board 3% "B" 1934-2003	66	4 10 11	—
Middlesex C.C. 3½% 1927-47	84	4 3 4	4 18 0
Newcastle 3½% Irredeemable	73	4 15 11	—
Nottingham 3% Irredeemable	62	4 16 9	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	100	5 0 0	5 0 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	84	4 15 3	—
Gt. Western Rly. 5% Rent Charge	101	4 19 0	—
Gt. Western Rly. 5% Preference	97	5 3 1	—
L. & N.E. Rly. 4% Debenture	80	5 0 0	—
L. & N.E. Rly. 4% 1st Guaranteed	76	5 5 3	—
L. & N.E. Rly. 4% 1st Preference	69½	5 15 2	—
L. Mid. & Scot. Rly. 4% Debenture	82	4 17 7	—
L. Mid. & Scot. Rly. 4% Guaranteed	79½	5 0 8	—
L. Mid. & Scot. Rly. 4% Preference	73	5 9 7	—
Southern Railway 4% Debenture	82	4 17 7	—
Southern Railway 5% Guaranteed	98½	5 1 6	—
Southern Railway 5% Preference	95	5 5 3	—

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

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EX-OFFICERS AND OTHER RANKS.

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ARTIST, brilliant career, educated Slade School, exhibitor principal Galleries, desires to teach painting, drawing, decoration, painted furniture. Successful previous experience. Work urgently required; exceptional press notices; success assured; highest references. Dis. 323

EX-OFFICER, 44, desires employment, any capacity, home or overseas. Railway dock and general business experience; good organiser; used to control Native labour; 12 years abroad. 11786

GENTLEMAN, 41, Public School man, ex-officer, desires situation as Private Secretary or other similar position. Good knowledge secretarial and accountancy; hard worker; excellent credentials. 11199

EX-OFFICER, V.C., M.C., seeks appointment of Steward landed estate. Thorough knowledge agriculture in all branches, rearing stock; dairying; machinery, markets, book-keeping. High testimonials. 7573

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